

## APPENDIX MESSAGE EXCHANGE

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**MESSAGE EXCHANGE AND SETTLEMENT OF RATED MESSAGE DETAIL  
AND/OR THE SETTLEMENT OF MESSAGE REVENUE FOR RESALE AND  
UNBUNDLED SERVICE**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for the exchange record detail and settlement of revenues for call detail messages provided to CLEC as a result of CLEC's purchase of Resale Services or appropriate Unbundled Network Elements from an AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 As used herein, AT&T WISCONSIN means the applicable AT&T owned ILEC doing business in Wisconsin.
- 1.3 As used herein, AT&T MIDWEST REGION 5-STATE means the applicable AT&T owned ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

**2. DEFINITIONS:**

- 2.1 "555" is an AT&T WISCONSIN service by which Providers offer information services for a fee to a CLEC End-User who dials a number using the "555" prefix.
- 2.2 **THIS SECTION INTENTIONALLY LEFT BLANK**
- 2.3 "976" is an AT&T WISCONSIN service by which Providers offer audio services for a fee to a CLEC End-User who dials a number using the "976" prefix.
- 2.4 "Abbreviated Dialing" is an AT&T WISCONSIN service by which Providers offer information services for a fee to a CLEC End-User who dials a telephone number with less than seven digits.
- 2.5 "Adjustments" are dollar amounts that are credited to an End-User account. The primary reason for an adjustment is typically an End-User denying that the call was made from their telephone.
- 2.6 "Ancillary Message Services" available in AT&T WISCONSIN. Offerings are Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services.
- 2.7 "Calling Party Pays Cellular" or "CPP Cellular" is an AT&T WISCONSIN service where an End-User placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.

- 2.8 “**Calling Party Pays Paging**” or “**CPP Paging**” is an AT&T WISCONSIN service where an End-User placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.
- 2.9 “**CLEC CATS Messages**” means intraLATA Calling Card and third number billed messages billed to a CLEC End-User telephone where the LEC carrying the call is Pacific or any other LEC, and the originating and billed telephone numbers are located in different Telcordia Client Company territories.
- 2.10 “**Provider**” is the entity that offers an AT&T WISCONSIN Ancillary Message Service to an End-User.
- 2.11 “**Uncollectibles**” are amounts billed to CLEC’s End-Users, which after standard intervals and application of standard collection procedures, are determined by CLEC to be impracticable of collection and are written off as bad debt on final accounts. Uncollectibles are recouped back to the Provider.
- 2.12 “**CLEC Non-CATS Messages**” are IntraLATA collect, calling card, or third number-billed messages where the charges are billed to the CLEC’s End-User and the originating Party is an End-User of AT&T or that of another LEC and both End-Users are located in the same Telcordia Client Company territory.

### 3. DESCRIPTION OF BILLING SERVICES

- 3.1 AT&T WISCONSIN will receive LEC carried ABS messages being billed to CLEC End-User lines as detailed in the General Terms and Conditions of the Agreement to which this Appendix is attached. AT&T WISCONSIN shall forward rated messages to CLEC on the Daily Usage File (DUF).
- 3.2 **THIS SECTION INTENTIONALLY LEFT BLANK**
- 3.3 AT&T WISCONSIN shall bill charges to the CLEC Resale or UNE port account to recover revenue that it has paid to another carrier for ABS messages billing to a CLEC Resale or UNE port End-User account. CLEC will not be billed for ABS traffic when CLEC only orders a UNE loop without switching.
- 3.4 As a part of provisioning local service for CLEC, AT&T WISCONSIN will block End-User access to 900/976 numbers upon specific written request by CLEC for each separate End User line.
- 3.5 CLEC shall block End-User access to Ancillary Message Services upon AT&T WISCONSIN’s written request.

- 3.6 If blocking is not requested, AT&T WISCONSIN shall record all Ancillary Message Service calls transported by AT&T WISCONSIN that originate from a CLEC's End-User's telephone number. AT&T WISCONSIN shall provide CLEC with formatted records for each Ancillary Message Service billable call in accordance with each Provider's requested rates. In the case where CLEC's switch generates call information, CLEC will provide AT&T WISCONSIN with call information for each call on a daily basis. AT&T WISCONSIN will rate the call with each Provider's requested rates and return a formatted record to the CLEC. CLEC shall confirm receipt of such formatted records within twenty-four (24) hours of receipt.

#### **4. COLLECTION SERVICES**

- 4.1 CLEC shall exercise good faith efforts to bill and collect all amounts due from its End-Users for messages distributed under this Appendix. CLEC warrants that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than CLEC uses for the billing of its own local Telecommunication Services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services.
- 4.2 All messages should be billed within 30 days of receipt. CLEC further agrees that the billing and collection process for messages distributed under this Appendix shall comply with all Applicable Laws.

#### **5. CHANGES TO PROVIDER'S SERVICES AND RATES**

- 5.1 CLEC acknowledges and understands that the amount which a Provider elects to charge those who place calls to an Ancillary Message Service is at Provider's sole discretion.

#### **6. THIS SECTION INTENTIONALLY LEFT BLANK**

#### **7. SETTLEMENT ARRANGEMENT AND PAYMENT – AT&T WISCONSIN**

- 7.1 AT&T WISCONSIN shall pay for the Billing and Collection Services for Ancillary Message Services described herein at the rates set forth in Appendix Pricing as "Ancillary Billing Message Compensation."
- 7.2 The amount due to AT&T WISCONSIN under this Appendix shall be the total of all billable charges submitted to CLEC under this Appendix, less:
- 7.2.1 All charges due CLEC under subsection 7.1;
- 7.2.2 Amounts declared Uncollectible as provided in subsection 7.5;

7.2.3 Adjustments as provided in subsection 7.4;

7.2.4 Taxes collected from CLEC End-Users.

7.3 CLEC shall provide **AT&T WISCONSIN** with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and End-User taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The monthly statement should be received by **AT&T WISCONSIN** on or before the fifth Business Day of every month. Payment of the amount owed to **AT&T WISCONSIN** by CLEC as calculated in Section 7.2 hereof is due and shall be paid to **AT&T WISCONSIN** on or before thirty (30) calendar days from the date of the monthly statement. Past due amounts shall accrue late charges at the rate set forth in Section 8.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7.4 Adjustments

7.4.1 CLEC may remove a disputed charge from an End-User's account within sixty (60) calendar days from the date of the message; provided that notice of the adjustment is received by **AT&T WISCONSIN** within sixty (60) calendar days from the date of the message, or as mutually agreed upon by the Parties at the point of implementation.

7.5 Uncollectibles

7.5.1 CLEC may recourse to **AT&T WISCONSIN** an actual uncollectible amount from an End-User's account, provided that notice of the recourse of the uncollectible amount is given by CLEC to **AT&T WISCONSIN** within one hundred twenty (120) calendar days from the date of the message.

7.6 Taxes

7.6.1 Taxes Imposed on Services Performed or Provided by CLEC. CLEC shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties on all services performed or provided by CLEC.

7.6.2 Taxes on Ancillary Message Services. CLEC shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in the Guidelines. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying **AT&T WISCONSIN** of those taxes. **AT&T WISCONSIN** shall notify CLEC of this information and pursuant to this Agreement CLEC shall bill and collect such taxes based on information supplied by Provider and shall

remit such taxes to AT&T WISCONSIN. CLEC shall identify the amount of taxes and type of taxes, by Provider. AT&T WISCONSIN shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

## **8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.